

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

DAVID AUSTIN ROSES LIMITED,

Plaintiff,

v.

GCM RANCH LLC, MIO REN,
SPROUTIQUE LLC DBA ZEPHYR
GARDEN, YUANYUAN LIU, FEIFEI ZHUO,
AND JOSE JAIMES,

Defendants.

Case No. 3:24-cv-00882-B

STIPULATED PERMANENT INJUNCTION AND ORDER OF
DISMISSAL WITH PREJUDICE AS TO DEFENDANTS
SPROUTIQUE LLC DBA ZEPHYR GARDEN AND YUANYUAN LIU

Upon consideration and having found good cause therein, the Court hereby GRANTS Plaintiff DAVID AUSTIN ROSES LIMITED (“Plaintiff” or “DAR”) and Defendants SPROUTIQUE LLC *d/b/a* ZEPHYR GARDEN and YUANYUAN LIU (collectively, “Sproutique Defendants”) (together with Plaintiff, the “Parties”), Stipulation to Entry of a Permanent Injunction against the Sproutique Defendants and Voluntary Dismissal with Prejudice as to the Sproutique Defendants as follows:

WHEREAS, on April 10, 2024, Plaintiff filed its Complaint (Dkt. No. 1) in this Action against multiple defendants, including the Sproutique Defendants.

WHEREAS, Plaintiff is the owner of a number of U.S. Plant Patents, U.S. trademark registrations, and unregistered trademarks and copyrights directed to Plaintiff’s proprietary rose plants, including the patents, trademarks, and copyrights identified and shown in ¶¶ 19, 22, and 24

of Plaintiff's Complaint (Dkt. No. 1) (collectively referred to herein as "DAR's Intellectual Property");

WHEREAS, Plaintiff's Complaint asserted causes of action against the Sproutique Defendants for Patent Infringement under United States Patent Act, codified at 35 U.S.C. § 1 *et seq.*, and in particular, 35 U.S.C. §§ 271 and 281-285; and Trademark Infringement, False Designation of Origin and Unfair Competition under U.S. trademark laws codified at 15 U.S.C. § 1051 *et seq.*, all arising from Defendants' importation, distribution, marketing, advertisement, offering for sale, and/or sale of certain products consisting or comprising DAR's Intellectual Property (the "**Accused Products**");

WHEREAS, the Parties have entered into a Settlement Agreement that resolves all causes of action asserted by the Complaint against the Sproutique Defendants;

WHEREAS, pursuant to the terms of the Settlement Agreement, the Sproutique Defendants agreed to, and the Parties HEREBY STIPULATE to, entry of a Permanent Injunction against the Sproutique Defendants and Voluntary Dismissal of the Sproutique Defendants:

THEREFORE, it is **HEREBY ORDERED** that:

1. The Court has personal jurisdiction over Defendants and subject matter jurisdiction in this Action at least pursuant to 15 U.S.C. § 1121.

2. Entry of this Stipulation to Entry of a Permanent Injunction and Voluntary Dismissal with Prejudice shall serve to bind and obligate each of the Parties hereto.

3. The Sproutique Defendants, including all their agents, servants, successors and assigns, are permanently restrained and enjoined from directly and indirectly:

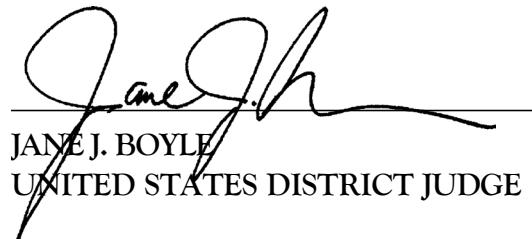
- a. Making, using, selling, offering for sale, or importing into the U.S., and/or knowingly permitting or inducing others to make, use, sell, offer for sale or import into the U.S., any products protected under DAR's asserted U.S. Plant Patents.
- b. All commercial use of DAR's asserted Trademarks and any colorable imitations thereof in connection with the advertisement, promotion, display, offering for sale or sale of living plants and any related products and services; or from representing or suggesting in any manner that Sproutique, its products or services or its activities are affiliated with, sponsored by, licensed by, or otherwise associated with DAR; or from otherwise interfering with DAR's use, enjoyment, and registration of DAR's Trademarks, nor will it encourage any other individual or entity to use, challenge or otherwise interfere with DAR's use, enjoyment, and registration of DAR's Trademarks.
- c. Reproducing, distributing, publicly displaying, or preparing derivative works based upon, any of the images or product descriptions created by DAR and/or used by DAR to promote and sell its products.

4. Each Party shall bear its own attorneys' fees and costs associated with the Action, with the exception of payments set forth in the Settlement Agreement, with neither Party deemed as the prevailing party.

5. The Court dismisses with prejudice Defendants SPROUTIQUE LLC d/b/a ZEPHYR GARDEN and YUANYUAN LIU from the above-entitled action.

SO ORDERED.

SIGNED: June 17, 2024



JANE J. BOYLE
UNITED STATES DISTRICT JUDGE